



Ciptex G-Cloud 15 Framework Terms and Conditions

1.1 This Addendum applies where Ciptex Ltd ("Ciptex", "the Supplier") provides Services under a UK Government G-Cloud framework agreement issued by the Crown Commercial Service ("CCS") (each a "Framework Agreement") and any associated Call-Off Contract entered into between Ciptex and a public sector Buyer (collectively, "G-Cloud Contracts").

1.2 This Addendum applies to and amends the following Ciptex documents (together, the "Base Documents"):

- - (a) Ciptex Terms and Conditions ("T&Cs"):
<https://www.ciptex.com/legal/terms-and-conditions>
- - (b) Ciptex Support Schedule ("Support Schedule"):
<https://www.ciptex.com/legal/support-schedule>
- - (c) Ciptex Data Processing Agreement / Addendum ("DPA"):
<https://www.ciptex.com/legal/data-processing-agreement>
- - (d) Ciptex End User Terms (if referenced in the Order Form):
<https://www.ciptex.com/legal/end-user-terms>

1.3 This Addendum is intended to enable Ciptex's published standard terms to remain operational for transparency and commercial purposes whilst ensuring that the Framework Agreement and Call-Off Contract terms take priority where required by law or regulation.

1.4 Ciptex may from time to time alter the documents referenced in section 1.2 on our website. However, we will provide upon request the date stamped original versions of these documents, dated as at January 30th 2026.

2.1 Where Services are procured through the G-Cloud route, the parties acknowledge that:

- - (a) Ciptex has been awarded a place on a G-Cloud Framework Agreement issued by CCS;
- - (b) any procurement via G-Cloud will be evidenced by a valid Call-Off Contract incorporating the Framework Agreement terms between Ciptex and the relevant Buyer (public sector contracting authority); and
- - (c) the Framework Agreement and associated Call-Off Contract are incorporated by reference into and shall be treated as part of the agreement between the parties for the supply of the relevant Services.

2.2 For the purposes of this Addendum, the Call-Off Contract includes (without limitation):

- - (a) the completed Order Form;
- - (b) the CCS General Terms for the applicable G-Cloud framework;
- - (c) any applicable Joint Schedules and Call-Off Schedules;
- - (d) any Service Definition Documents, statements of work, or attachments incorporated into the Call-Off Contract; and
- - (e) any Special Terms agreed in the Order Form.

3.1 In the event of any conflict or inconsistency between the Base Documents and any applicable Framework Agreement and/or Call-Off Contract, the terms of the relevant Framework Agreement and/or Call-Off Contract (including all core commercial terms and conditions required by CCS) shall prevail to the extent of such conflict.

3.2 For the avoidance of doubt, the order of precedence shall be as follows (highest to lowest):

- - (a) the Call-Off Contract (including the Order Form and any Special Terms);
- - (b) the Framework Agreement;
- - (c) this Addendum; and
- - (d) the Base Documents.

3.3 Where the Framework Agreement or Call-Off Contract specifies any requirement or obligation on the Supplier (including terms regarding delivery, suspension, termination, liability, performance, reporting, security, data protection, inspection, audit or compliance) that differs from the corresponding provisions in the Base Documents, the Supplier shall comply with the Framework Agreement and Call-Off Contract requirements.

3.4 The Base Documents shall apply only to the extent they are:

- - (a) consistent with the Framework Agreement and Call-Off Contract; and
- - (b) supplemental to the Call-Off Contract (such as operational processes, support mechanics and technical usage terms) and do not materially reduce or contradict Buyer rights and protections under the Call-Off Contract.

3.5 Where a Base Document states that it prevails over another Ciptex document (for example, the DPA stating that it prevails over the T&Cs), that statement shall be read subject to clause 3.1 and does not override the Framework Agreement or Call-Off Contract.

3.6 Where a Base Document contains a term stating that the Buyer's terms are excluded, that term does not exclude the Framework Agreement, Call-Off Contract, or any mandatory statutory or public law obligations applying to the Buyer.

3.7 Nothing in this Addendum shall be taken to limit or exclude the rights of the Buyer under any applicable Framework Agreement or Call-Off Contract.

4.1 Any statement in the Base Documents that Ciptex may amend or update terms, schedules, policies, or lists (including any sub-processor list or support schedule) shall not apply so as to vary a G-Cloud Contract unless:

- - (a) the change is agreed in writing in accordance with the Call-Off Contract's variation mechanism; or
- - (b) the change is required to comply with the Framework Agreement's requirements for supplier terms updates.

4.2 Updates to Ciptex's published terms may apply for non-framework customers. For G-Cloud Contracts, the Buyer and Ciptex agree that:

- - (a) the Call-Off Contract can only be varied by a formal written variation compliant with the Call-Off Contract's variation provisions; and
- - (b) continued use of the Services does not constitute acceptance of a unilateral change for the purposes of the Call-Off Contract.

4.3 The Buyer acknowledges that in accordance with the relevant G-Cloud Framework rules:

- - (a) Ciptex's Base Documents (including this Addendum) are maintained as part of its standard supplier terms registered on the G-Cloud framework; and
- - (b) Ciptex may not amend the Base Documents for the duration of the applicable framework term without complying with the framework's requirements for supplier terms updates or provider notifications.

5.1 Where the Support Schedule provides service levels, response times, service credits and/or other service management measures, these shall apply to the extent they are consistent with the Call-Off Contract.

5.2 Any term in the Support Schedule stating that service credits are the Buyer's sole or exclusive remedy is disappplied for G-Cloud Contracts. Service credits (where payable) are without prejudice to any other Buyer rights and remedies under the Call-Off Contract, including any rights relating to service failure, delay, rectification, suspension, step-in, termination and/or damages (as applicable).

5.3 Where Ciptex's ability to meet service levels stated in the Call-Off Contract depends on third-party service providers:

- - (a) Ciptex shall clearly state this dependency in the Service Definition Document and Order Form;
- - (b) Ciptex shall align its service level commitments to Buyers with the service levels provided by third-party providers, adding appropriate buffers where commercially feasible;
- - (c) Ciptex shall use commercially reasonable efforts to structure agreements with third-party providers to maximise available remedies and pass-through rights;
- - (d) where Ciptex obtains service credits or other remedies from third-party providers due to service failures, Ciptex shall credit these to the affected Buyer on a proportionate basis; and
- - (e) Ciptex shall maintain appropriate contingency plans, redundancy measures, and disaster recovery procedures to mitigate third-party service failures where commercially practicable.

5.4 Nothing in clause 5.3 limits the Buyer's rights under the Call-Off Contract where service failures are caused by Ciptex's own acts or omissions.

6.1 Any term in the Base Documents that restricts the Buyer's ability to terminate services (including statements that certain services "may not be terminated") is disapplied for G-Cloud Contracts to the extent inconsistent with the Call-Off Contract.

6.2 On expiry or termination of the Call-Off Contract, Ciptex will provide exit assistance, data return and/or data deletion, and co-operation obligations, in accordance with the Call-Off Contract and applicable data protection obligations. Where the Call-Off Contract includes an exit plan and/or transition provisions, those shall prevail.

6.3 Ciptex will not suspend the Services except where permitted by, and in accordance with, the Call-Off Contract (including any restrictions on suspension for non-payment of undisputed sums).

7.1 Buyer assignment. Any restriction in the Base Documents on the Buyer assigning, novating or transferring the Call-Off Contract is disapplied to the extent the Call-Off Contract permits such assignment, novation or transfer (including to successor bodies, shared services or other public sector entities).

7.2 Supplier assignment. Ciptex will not assign, novate or transfer the Call-Off Contract (or any material part of it) except where permitted under the Call-Off Contract and, where required, with the Buyer's prior written consent.

7.3 Ciptex may use subcontractors and third-party providers only as permitted under the Call-Off Contract. Ciptex remains responsible for the performance of the Services and for ensuring that any subcontractor or third-party provider is bound by obligations no less onerous than those applying to Ciptex under the Call-Off Contract (including security, confidentiality and data protection).

7.4 Where Ciptex supplies third-party services as a reseller or authorised partner (including but not limited to communications platforms, customer data platforms, contact centre solutions, workforce optimisation tools, knowledge management systems, or payment security solutions):

- (a) Principal liability. Ciptex acts as principal and remains fully responsible to the Buyer for:
 - - (i) service availability and performance in accordance with the service levels stated in the Order Form;
 - - (ii) data protection obligations as processor or controller (as applicable under UK GDPR and the Data Protection Act 2018);
 - - (iii) information security and compliance with security requirements specified in the Call-Off Contract;
 - - (iv) all obligations under the Call-Off Contract,

notwithstanding that Ciptex is dependent on the third-party provider for service delivery.

- (b) Contractual privity. Third-party provider terms shall apply as between Ciptex and the third-party provider. The Buyer is not in direct contractual privity with third-party providers unless expressly agreed otherwise in the Order Form.

- (c) Service constraints. Where the technical or operational characteristics of a third-party service impose inherent constraints, the Buyer acknowledges that certain restrictions may apply, including:
 - - (i) acceptable use restrictions and prohibited use cases (such as emergency services calling where technically prohibited by the platform);
 - - (ii) technical limitations of the third-party platform (such as geographic availability, number porting restrictions, or platform-specific features);
 - - (iii) geographic or regulatory constraints (such as data residency requirements or regional service availability);
 - - (iv) data processing arrangements and sub-processor requirements;
 - - (v) service level commitments; and
 - - (vi) pricing mechanisms (including usage-based billing or currency denomination).
- (d) Documentation and incorporation. Such constraints shall be:
 - - (i) clearly identified in the Service Definition Document and/or Order Form before contract formation;
 - - (ii) limited to those which are inherent technical or compliance features of the third-party service and cannot reasonably be modified by Ciptex;
 - - (iii) incorporated by reference in the Order Form where material to the Buyer's intended use;
 - - (iv) notified to the Buyer before contract formation where they may affect the Buyer's ability to use the service for its intended purpose; and
 - - (v) applied in a manner that does not materially reduce Buyer protections under the Call-Off Contract except where technically unavoidable.
- (e) Liability flow-through. Where third-party provider terms impose liability limitations that conflict with the Call-Off Contract:
 - - (i) Ciptex shall remain primarily liable to the Buyer under the Call-Off Contract's liability provisions (subject to the caps and exclusions set out in the Call-Off Contract);
 - - (ii) Ciptex shall use commercially reasonable efforts to recover from the third-party provider any amounts Ciptex pays to the Buyer in respect of third-party provider failures; and
 - - (iii) Ciptex shall pass through to the Buyer on a proportionate basis any remedies (including service credits, refunds, or damages) obtained from the third-party provider.
- (f) Risk mitigation. Ciptex shall maintain appropriate insurance, contingency arrangements, and disaster recovery measures to mitigate third-party service failures where commercially practicable, and shall use reasonable endeavours to structure its commercial arrangements with third-party providers to maximise protection for Buyers.

7.5 No third-party provider shall have any right to enforce any term of the Call-Off Contract against the Buyer under the Contracts (Rights of Third Parties) Act 1999, unless expressly stated in the Call-Off Contract.

8.1 Nothing in the Base Documents prevents the Buyer from complying with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, audit obligations, parliamentary or public accountability requirements, or other legal duties.

8.2 Ciptex will provide reasonable assistance to the Buyer in responding to lawful information requests, audits and enquiries, as required by the Call-Off Contract. Where Ciptex considers information to be confidential or commercially sensitive, it may clearly mark it as such, but the Buyer retains final decision-making authority in relation to disclosure obligations.

8.3 Any confidentiality or publicity restriction in the Base Documents is read subject to clause 8.1 and the Buyer's legal obligations and disclosure rights under the Call-Off Contract.

9.1 Where the Call-Off Contract includes data protection terms, schedules and/or a data processing agreement, those shall prevail over the DPA to the extent of any conflict.

9.2 Where the DPA applies (in whole or in part), it is deemed amended so that:

- (a) references to Ciptex or a third-party provider acting as a "controller" apply only to the extent consistent with UK GDPR, the Data Protection Act 2018, and the Call-Off Contract;
- (b) where Ciptex engages third-party service providers who process personal data (including through resold services), Ciptex shall:
 - - (i) maintain an up-to-date list of such sub-processors, either directly or via reference to the third-party provider's published list, which shall be made available to the Buyer;
 - - (ii) ensure each sub-processor is bound by data protection obligations equivalent to those in the Call-Off Contract, UK GDPR and the Data Protection Act 2018;
 - - (iii) provide reasonable advance notice of sub-processor changes, subject to any notice periods provided by third-party platforms (which Ciptex shall clearly document in the Service Definition Document);
 - - (iv) where a resold service's sub-processor list is managed by the third-party provider, clearly document this in the Service Definition Document and provide the Buyer with a mechanism to access current information (such as via the third-party provider's trust centre or security documentation);
 - - (v) where a Buyer objects to a new sub-processor and the objection is reasonable on information security grounds, work with the Buyer in good faith to find alternative solutions, which may include (depending on technical feasibility):
 - using alternative data processing regions;
 - engaging alternative providers; or

- if no alternative is reasonably available and the objection is well-founded, allowing the Buyer to terminate the affected service without penalty in accordance with the Call-Off Contract termination provisions;

- - (vi) where Ciptex becomes aware that a third-party provider has added sub-processors in breach of applicable data protection requirements, notify the Buyer promptly and take appropriate remedial action in consultation with the Buyer; and
- (c) Ciptex's sub-processor change process (including notice and objection on information security grounds) will be operated in a manner consistent with any Call-Off Contract requirements, recognising that for resold services, Ciptex's control over sub-processor selection may be limited by third-party provider decisions.

9.3 Ciptex will maintain and evidence the information assurance certifications required under the Framework Agreement (including but not limited to Cyber Essentials or Cyber Essentials Plus as applicable), and will comply with the security and assurance obligations set out in the Call-Off Contract.

10.1 Where Services include third-party platforms with acceptable use policies, compliance requirements, or usage restrictions:

- (a) Ciptex shall provide the Buyer with clear written notice of such requirements in the Service Definition Document or as an appendix to the Order Form, including any restrictions on:
 - - (i) types of use cases or content (such as emergency services calling, high-risk activities, or regulated content);
 - - (ii) geographic limitations (such as service availability by region or data residency requirements);
 - - (iii) regulatory or compliance requirements (such as PCI-DSS for payment systems or recording requirements for financial services);
 - - (iv) volume or capacity constraints (such as API rate limits or concurrent user restrictions); and
 - - (v) prohibited activities (such as fraud, spam, or policy violations that could result in service suspension).
- (b) The Buyer agrees to comply with documented restrictions that are:
 - - (i) clearly communicated in writing before contract formation;
 - - (ii) reasonable and proportionate for the type of service provided;
 - - (iii) technically necessary for the third-party service to function in accordance with law or the provider's regulatory obligations; and
 - - (iv) not inconsistent with the Buyer's intended use as stated in the Order Form.
- (c) Ciptex may suspend Services without liability where:
 - - (i) continued operation would violate applicable law;
 - - (ii) continued operation creates material security risks to Ciptex, other customers, or the third-party provider;

- - (iii) the Buyer materially breaches documented acceptable use restrictions after written warning and a reasonable opportunity to remedy; or
- - (iv) suspension is required by the third-party provider due to breach of third-party terms that were properly incorporated into the Call-Off Contract,

provided that Ciptex shall:

- - (A) provide reasonable advance notice where possible (recognising that security threats or legal violations may require immediate action);
- - (B) work collaboratively with the Buyer to resolve the issue promptly;
- - (C) suspend only to the minimum extent necessary to address the issue; and
- - (D) restore service as soon as the issue is resolved.
- (d) Nothing in this clause limits the Buyer's rights under the Call-Off Contract where suspension results from Ciptex's fault or failure to properly communicate requirements in accordance with clause 10.1(a).

10.2 Ciptex acknowledges that for public sector emergency services and critical infrastructure Buyers, restrictions on emergency calling, service criticality, or operational availability must be clearly disclosed and prominently highlighted in the Service Definition Document before contract award.

11.1 Where Ciptex resells services that are priced by third-party providers in currencies other than GBP:

- (a) Ciptex may list Framework Prices in either GBP or USD as permitted by the Framework Agreement;
- (b) where prices are listed in USD, the currency conversion mechanism shall be as agreed in the Order Form, and the GBP amount payable by the Buyer will vary with exchange rate movements in accordance with the agreed mechanism, whilst Ciptex's USD price remains fixed;
- (c) where prices are listed in GBP, the Framework Price reflects the exchange rate and third-party provider pricing at the time of Framework award and may only be decreased (not increased) during the Framework Contract Period, in accordance with the Framework Agreement pricing provisions;
- (d) where third-party providers materially increase their prices and Ciptex has listed services in GBP with insufficient margin to absorb such increases, Ciptex may discuss with affected Buyers (in accordance with the Call-Off Contract variation provisions):
 - - (i) alternative service configurations with comparable functionality;
 - - (ii) migration to alternative providers where commercially and technically feasible; or
 - - (iii) orderly exit in accordance with the Call-Off Contract exit provisions; and
- (e) significant sustained currency movements or third-party provider price increases affecting resold services may be addressed through the Call-Off

Contract variation provisions where appropriate and agreed with the Buyer, but this does not permit unilateral price increases by Ciptex.

12.1 IP in third-party services.

The Buyer acknowledges that intellectual property rights in resold third-party services (including platforms, software, and associated documentation) remain with the third-party provider (or their licensors), and the Buyer receives only the usage rights granted under the third-party provider's standard licensing terms as incorporated in the Order Form.

12.2 IP in Ciptex-created deliverables.

For professional services, consultancy, bespoke development, customisations, integration code, or other work product created by Ciptex specifically for the Buyer:

- (a) ownership and licensing shall be as set out in the Call-Off Contract and the Framework Agreement terms relating to intellectual property;
- (b) to the extent the Call-Off Contract provides for IP assignment or licensing to the Buyer, Ciptex confirms it has (or will obtain) the rights necessary to grant such assignment or licence, subject to any third-party rights properly disclosed; and
- (c) where Ciptex's work product incorporates or builds upon third-party platforms (such as configurations, customisations, or integrations with third-party services), the Buyer's rights are subject to the underlying platform licence, and Ciptex shall clearly identify in the Service Definition Document or Order Form which components are subject to third-party rights.

12.3 IP in combined solutions.

Where Deliverables comprise both third-party services and Ciptex work product, the Order Form or Service Definition Document shall clearly identify:

- - (a) which components are owned by third-party providers and subject to their licensing terms;
- - (b) which components are owned by or licensed to Ciptex; and
- - (c) which components are being assigned or licensed to the Buyer under the Call-Off Contract.

12.4 Survival and portability.

The Buyer's rights to use Ciptex-created work product shall survive termination or expiry of the Call-Off Contract to the extent provided in the Call-Off Contract, but the Buyer acknowledges that functionality dependent on third-party platforms will cease when the Buyer's rights to use those platforms terminate, unless alternative arrangements are made.

13.1 Where the Framework Agreement or Call-Off Contract provides for a governing law or jurisdiction which differs from that set out in the Base Documents, the governing law

and jurisdiction of the Framework Agreement and/or Call-Off Contract shall apply in respect of any supplies under those contracts.

13.2 Unless otherwise specified in the Call-Off Contract, this Addendum and any G-Cloud Contract shall be governed by and construed in accordance with the law of England and Wales, and (subject to any mandatory public law requirements) the courts of England and Wales shall have exclusive jurisdiction.

14.1 This Addendum is incorporated into and forms part of any Call-Off Contract entered into under the Framework Agreement. It does not otherwise change the Base Documents for non-framework customers.

14.2 If any provision of this Addendum is held to be invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

14.3 This Addendum may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which together shall constitute one and the same instrument.

END OF ADDENDUM